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**BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

Application Number: 10/687,357
Filing Date: October 15, 2003
Appellant(s): SINGER ET AL.

Samuel S. Lee
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed January 4, 2011 appealing from the Office action mailed June 4, 2010.

**(1) Real Party in Interest**

The examiner has no comment on the statement, or lack of statement, identifying by name the real party in interest in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The following is a list of claims that are rejected and pending in the application:

Claims 1-21 are rejected and are pending in the application.

**(4) Status of Amendments After Final**

Amendment filed on October 4, 2010 in response to the Final rejection filed October 4, 2010 was not entered.

**(5) Summary of Claimed Subject Matter**

The summary of claimed subject matter does not refer to the drawings by reference characters as required by 37 CFR 41.37(c)(1)(v)

**(6) Grounds of Rejection to be Reviewed on Appeal**

The examiner has no comment on the appellant's statement of the grounds of rejection to be reviewed on appeal. Every ground of rejection set forth in the Office action from which the appeal is

taken (as modified by any advisory actions) is being maintained by the examiner except for the grounds of rejection (if any) listed under the subheading "WITHDRAWN REJECTIONS." New grounds of rejection (if any) are provided under the subheading "NEW GROUNDS OF REJECTION."

**(7) Claims Appendix**

The examiner has no comment on the copy of the appealed claims contained in the Appendix to the appellant's brief.

**(8) Evidence Relied Upon**

| | | |
|---|---|---|
| 7,058,414 | Rofheart et al. | 06-2006 |
| 7,073,063 | Peinado, Marcus | 07-2006 |
| 7,483,958 | Elabbady et al. | 01-2009 |

**(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

**Claim Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1-11, 13-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady et al. US Patent No. 7,483,958 (Elabbady hereinafter), in view of Peinado, US Patent No. 7,073,063 (Peinado hereinafter).

As per claim 1, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server, a first client, and a second client, wherein said first server is connected to said first client and said second client (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60; col. 10, lines 8-10. Media sharing devices connected to media playing devices such as devices 206f, 206h, and 300.);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second hub network overlap, wherein two hub networks overlap when both of the hub networks include at least one same device (col. 5, line 24-31, 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. More than one media sharing device connected to a media playing device, e.g. device 300 communicates with both device 202a and 202d.),

wherein said first client stores first content bound to said first hub network and stores second content bound to said second hub network (col. 10, lines 39-63. Device 300 receives media content file from media sharing device. Media content file requires license from device 206. col. 5, lines 27-31. Device 206a-d provide media LS. col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content.), and

wherein content bound to a network is represented by locked content data and corresponding licenses stored on a server connected to the hub network, and the bound content only be played or presented through a compatible device that is bound to the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on media sharing device is needed to play. License may be associated with device. Determine that device 300 is registered.),

wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network but cannot play or present the second content bound to said second hub network (col. 10, lines 29-34, 56-63. A registered device is able to

receive license and play media content, i.e. a device that is not registered and/or without license cannot play content.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.).

Elabbady does not specifically teach that a compliant device cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement a compliant device that cannot make a usable copy of a discrete instance. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 15, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server, a first client, and a second client, wherein said first server is connected to said first client and said second client (col. 5, line 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60; col. 10, lines 8-10. Media sharing devices connected to media playing devices such as devices 206f, 206h, and 300.);

a second hub network including a second server and said first client, and said second server is connected to said first client, such that said first hub network and said second network overlap, wherein

two hub networks overlap when both of the hub networks include at least one same device (col. 5, line 24-31, 66-col. 6, line 1-4; col. 9, lines 28-35, 53-60. More than one media sharing device connected to a media playing device, e.g. device 300 communicates with both device 202a and 202d.);

wherein said first server stores first content in a first source version of locked content data (col. 10, lines 27-45. Media sharing device, e.g. device 202 comprises protected content.),

said first server stores a first root license for said first hub network for said first source version (fig. 2b; col. 5, lines 28-31. Device 202, 206a-d provide media LS. col. 7, lines 54-61. Media LS employ licenses scheme. col. 10, lines 55-65. Device 202 comprises license for protected content.),

said second server stores second content in a second source version of locked content data (col. 5, line 66-col. 6, line 4; fig. 2A-2B. Another media sharing device, e.g. device 206d, also provides media content and comprises media LS.),

said second server stores a second root license for said second hub network for said second source version (col. 9, lines 47-51. Features and functions in fig. 3 are implemented in devices configured to share media content. col. 10, lines 55-65. Device comprises license for protected content.),

said first client receives said first content streamed from said first source version by said first server (col. 10, lines 35-42. Media content provided to client. col. 9, lines 21-27. Streaming media.), and

said first client receives said second content streamed from said second source version by said second server (col. 5, lines 28-31, 66-col. 6, line 4; fig. 2A-2B. Plurality of media sharing devices, e.g. device 206d, also provide media content.), and

wherein a source version of locked content data which is bound to a hub network by a root license can be only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered),

wherein said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network but cannot play or present the second content bound to said second hub network (col. 10, lines 29-34, 56-63. A registered device receives license to play media content.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.)

Elabbady does not specifically teach that the first license is bound to the first network, the second license bound to said second hub network, and a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first license and the second license as taught by Elabbady to be license bound to corresponding network and to implement a compliant device that cannot make a usable copy of a discrete instance as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 16, Elabbady teaches substantially the invention as claimed including a network comprising:

a first hub network including a first server (col. 5, lines 25-31; col. 10, lines 5-10. Media sharing device.);

second hub network including a second server and said first server, and said second server is connected to said first server, such that said first hub network and said second hub network overlap, wherein two hub networks overlap when both of the hub networks include at least one same device(col. 5, lines 25-31, 66-col. 6, line 5. Plurality of devices that share media and play media. Media sharing/playing device.);

wherein said first server stores first license and a first version of locked content data, and said first version stores first content (col. 7, lines 54-61; col. 10, lines 55-65. Media sharing device such as device 206 comprises license for protected content. col. 10, lines 34-38. Device 206 with media content.),

said first server stores a second license and a second version of locked content data, and said second version stores second content (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files. License required for playing media content.),

said first license for said first hub network (col. 7, lines 54-61; col. 10, lines 55-65. Device 206 comprises license.),

said second license for said second hub network (col. 5, lines 28-31, 66-col. 6, line 6. Content may be shared with other devices.), and

wherein a version of locked content data which is bound to a hub network by a license can only be played or presented through a compatible compliant device that is a member of the hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered.), and

wherein said second server bound to said second hub network can play or present the second content whose second license is for said second hub network, but cannot play or present the first content whose license is for said first hub network (col. 10, lines 29-34, 56-63. A registered device is able to receive license and play media content.), and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content).

Elabbady teaches of a first license but not specifically bound to the first network. Elabbady teachings of second license but not specifically bound to the second network and a license bound to hub network. Elabbady does not specifically teach that a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the first license and the second license as taught by Elabbady to be license bound to corresponding network and to implement a compliant device that cannot make a usable copy of a discrete instance. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 18, Elabbady teaches substantially the invention as claimed including a hub network, comprising:

a server storing a root license and a source version of locked content data (col. 5, lines 28-31; col. 10, lines 29-46, 55-61. Media sharing device with protected media content and license.);

a client connected to said server, and storing a first license, a first sub-copy version of locked content data, a second license, and a second sub-copy version of locked content data (col. 7, lines 3-10,

54-60; col. 9, lines 9-11. Media files. License required for playing media content. col. 10, lines 29-46, 60-67. Media playing device, i.e. client, obtains media content and license.);

wherein said source version of locked content data stores first content (col. 10, lines 29-46. Device 206 with protected media content.),

said root license is for said hub network (col. 10, lines 55-61. Device 206 with license. col. 7, lines 54-61. License associated with content and also with playing device.),

said first sub-copy version stores said first content (col. 10, lines 29-46. Client obtains media content.),

said first license is for said hub network (col. 10, lines 60-67. Client obtains license from device 206.),

said second sub-copy version stores second content (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files.), and

said second license is for a second hub network (col. 7, lines 50-60. Provide protection for media. LS 207 employs license scheme. col. 5, line 66-col. 6, line 6; fig. 2A-2B. Device 206d, device 202' comprise media LS and provide media content.),

wherein a source version of locked content which is bound to said hub network by a root license can only be played or presented through a compatible compliant device that is a member of said hub network (col. 7, lines 53-61; col. 10, lines 41-63. Media content file is protected and license on device 206 is needed to play. License may be associated with device. Determine that device 300 is registered.),

wherein said second sub-copy version bound to said second hub network by said second license cannot be played or presented through the device that is a member of said hub network (col. 10, lines 29-34, 56-63. A registered device is able to receive license and play media content.); and

wherein a compliant device operates according to processes defined for a device that is a member of a hub network (col. 8, lines 19-22. Device requires license to access media content. col. 10, lines 29-31, 60-65. Device comprises client process to obtain content and play content.).

Elabbady teaches of a root license and first license but not specifically bound to the hub network. Elabbady teachings of a second license but not specifically bound to another hub network. Elabbady does not specifically teach of a compliant device that cannot make a usable copy of a discrete instance.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network, and wherein a compliant device cannot make a usable copy of a discrete instance (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the root license, first license, and the second license as taught by Elabbady to be licenses bound to corresponding networks and to implement a compliant device that cannot make a usable copy of a discrete instance as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve Elabbady's teachings by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 2, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first server, said first client, and said second server are each compliant devices, and a compliant device that is a member of a hub network will not play or present bound content that is not bound to a hub network of said member (col. 5, lines 28-31; col. 5, line 66-col. 6, line 3. Devices act as players and share content. col. 7, lines 53-60. Requires license to play content.).

As per claim 3, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first client stores said first content in a first sub-copy version having a first license for said first hub network and stores said second content in a second sub-copy version having a second license for said second hub network, and wherein a sub-copy version is a copy of the locked content data representing bound content bound to a hub network (col. 10, lines 39-63. Device 300 receives media content file from device 206. Media content file requires license from device 206. col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content.). Elabbady does not specifically teach that the first license is bound to said first hub network and that the second license is bound to said second hub network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement for the first license and the second license as taught by the suggested system to be bound to respective network as taught by Peinado. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 4, Elabbady and Peinado teach the network of claim 3. Elabbady teaches wherein said first client is a compliant device, and a compliant device that is a member of a hub network will not present bound content that is not bound to a hub of said member (col. 7, lines 53-60; col. 10, lines 39-63. Client requires license to play content.).

As per claim 5, Elabbady does not specifically teach the network of claim 3, wherein each sub-copy version has a corresponding license that is bound to only one hub network.

Peinado teaches of each sub-copy version having a corresponding license that is bound to only one hub network (col. 38, lines 39-48).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for each sub-copy version to have a corresponding license that is bound to only one network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by preventing a user from distributing and making a copy of content except as allowed by an owner of the content.

As per claim 6, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first server stores said first content bound to said first hub network, and said second server stores said second content bound to said second hub network (col. 10, lines 39-63. Media content file from device 206. Media content file requires license from device 206. col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Device 206a-h, 202, 202' share media content).

As per claim 7, Elabbady teaches the network of claim 6, wherein said first server stores said first content in a first source version of locked content data, and said second server stores said second content in a second source version of locked content data (col. 7, lines 53-61; col. 10, lines 39-46, 61-63. Require license to play content.).

As per claim 8, Elabbady teaches the network of claim 7, wherein said first source version has a corresponding first root license for said first hub network, and said second source version has a corresponding second root license bound to said second hub network (col. 5, lines 27-31; col. 5, line 66-

col. 6, line 3. Device 206a-h, 202, 202' share media content. col. 10, lines 50-62. Sharing device comprises license. col. 7, line 53-63. License associated with specific device, device(s), or group.). Elabbady does not specifically teach that the root license is bound to the first network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the root license to be bound to the first network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 9, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first hub network defines a first local environment based on said first server, such that the compatible compliant device can join said first hub network while in the first local environment, and said second hub network defines a second local environment based on said second server, such that the compatible compliant device can join said second hub network while in the second local environment (col. 10, lines 50-63. Client device is registered and has access to media content from sharing devices.).

As per claim 10, Elabbady teaches the network of claim 9, wherein a local environment for a hub network is a limited area defined relative to a server in a hub network of the member (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 11, Elabbady teaches the network of claim 9, wherein a local environment for a hub network is a limited logical area defined relative to the position of a server in a hub network of the member (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 13, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first hub network has a first local environment, said second hub network has a second local environment, and said first local environment and said second local environment overlap such that said first server, said first client, and said second server are each in both the first local environment and the second local environment (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Devices may act as players and provide library services. Device 206a-h, 202, 202' share media content.).

As per claim 14, Elabbady and Peinado teach the network of claim 1. Elabbady teaches wherein said first client is connected to a terminal device for presenting content, and said terminal device is not a member of said hub network and is not a member of said second hub network (col. 5, lines 27-31; col. 5, line 66-col. 6, line 3. Devices may act as players and provide library services. Device 206a-h, 202, 202' share media content. i.e. device is connected with another device that is not a member of the first and second network. col. 4, lines 55-65. Also device connected to monitor and monitor not considered as a member of hub network.).

As per claim 17, Elabbady teaches the network of claim 16, wherein said second server stores a third license and a third version of locked content data, said third version stores said second content, and said third license for said second hub network (col. 7, lines 3-10, 54-60; col. 9, lines 9-11. Media files.

License required for playing media content.). Elabbady does not specifically teach that the third license is bound to said second hub network.

Peinado teaches of enforcing digital rights in digital content, wherein license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the third license to be bound to the second hub network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

As per claim 19, Elabbady and Peinado teach the network of claim 18. Elabbady teaches wherein said hub network defines a local environment including said server and said client (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 55-63. Device registered with sharing device and has license to play content from sharing device.).

As per claim 20, Elabbady teaches the hub network of claim 19, wherein said local environment is a limited area defined relative to said server (col. 4, lines 66-67; col. 5, lines 51-53. Devices in local area network. col. 10, lines 50-63. Registered devices.).

As per claim 21, Elabbady and Peinado teach the hub network of claim 18. Elabbady teaches wherein said client is a compliant device, and a compliant device that is a member of a hub network will not present bound content without a license or a hub network of said member (col. 7, lines 53-60; col. 10,

lines 39-46. Client requires license to play content.). Elabbady does not specifically teach of license that is bound to a hub network.

Peinado teaches of enforcing digital rights in digital content, wherein a device will not present bound content without a license is bound to a network (col. 2, lines 40-43; col. 17, lines 9-15; col. 17, lines 51-56; col. 37, lines 15-21; col. 38, lines 39-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the device to not present bound content without a license bound to a network. The motivation for the suggested combination is that Peinado's teachings would improve the suggested system by enabling protection of content by rendering content as specified by the content owner and enforcing rights of content owners (col. 43, lines 1-17).

Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady and Peinado, in view of Rofheart et al. US Patent No. 7,058,414 (Rofheart hereinafter).

As per claim 12, Elabbady does not specifically teach the network media environment of claim 9, wherein a local environment for a hub network is defined by travel time of packets within a hub network of the member.

Rofheart teaches of defining an environment for a network by travel time of packets with a network (col. 4, lines 5-8, 22-26).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to define an environment for a network by travel time of packets within a network. The motivation for the suggested combination is that Rofheart's teachings would improve the suggested system by reducing communication from unintended wireless devices.

**(10) Response to Argument**

Appellants argued that:

(1) On page 11 of the Appeal Brief, "the bound content" concept of the present claims "binds" the content to a particular hub network by storing the license for the content and the content itself in a storage device residing within the particular hub network. Once the content is "bound" to the particular hub network, any compliant device that is bound to that particular hub network can play or present the content on the device. In light of the above definition, Elabbady fails to teach or suggest the concept of the "bound content".

In response, Elabbady teaches,

A) "In certain exemplary implementations, the media playing license is associated with certain cryptographic keys, e.g., a license key and a key ID, wherein the license key is a secret seed value. When the user acquires protected media content it will be encrypted. As such, in order to play or otherwise process the media content as intended, the playing device will need to have a license that contains a key to decrypt the media content." (col. 8, lines 15-24)

B) "Here, in act #6, HTTP client 318 requests a selected media content file. For example, an HTTP GET (URL) or File 10 (UNC) command may be used. The request is handled by a corresponding content server 320 within device 206. Content server 320 accesses the selected media content file, which in this example, is stored in content database 322." (col. 10, lines 29-35).

C) "In act #9, the media content file is provided to a media decoder/player function 324, which attempts to decode the file and play it. If media decoder/player function 324 does not have a necessary license for the media content file, should it be protected, then in act #10 a corresponding license request is initiated by license client 326…

D) In act #13 the registration information/result is provided to license generator 312. If the license generator is satisfied that device 300 is properly registered, then in act #14, license generator 312 requests a license from a DRM client 316. DRM client 316 determines if a license is available and returns the license to license generator 312. License generator 312 then provides the license to license client 326, in act #15. The license is then provided to media decoder/player 324, which can then proceed with the decoding and playing of the media content file." (col. 10, lines 38-63).

E) "Attention is now drawn FIG. 2A, which is a block diagram depicting a media content sharing environment 200 having a plurality of networked devices including a first device 202 that is configured to provide a media cataloging service (CS) over a network 204 with/for other devices 206a-d that are configured to act as media players and/or provide media library services (LSs)…' (col. 5, lines 24-31)

In Figure 3 and the above cited passages, Elabbady teaches of device 206 that comprises a database 322 that stores media content file and a license generator 312 that provides license for the stored media content file (Passages B and D). Elabbady teaches that the media content file is protected and that a protected media content file is received from the device 206 (Passages A and C). The network comprises device 206, which comprises protected media content file and license for the media content file and a plurality of clients, i.e. media players (Passage E). Therefore, Elabbady teaches the concept of "content bound to a hub network" as media content file is "represented by locked content data and corresponding licenses stored on a server residing within the particular hub network."

Furthermore, Elabbady teaches that a license is required to play the media content file and when device 300 does not have the license, device 300 contacts device 206. In passage D, Elabbady teaches that a properly registered device, which is considered as a compliant device, receives the license and may play the media content file. Thus, Elabbady teaches that "bound content can only be played or presented through a compatible compliant device that is bound to the hub network."

(2) On page 14 of the Appeal Brief, Elabbady mere discloses an "environment 200 having a plurality of networked devices." A plurality of overlapping hub networks (recited in claim 1) is not merely a plurality of networked devices but overlapping hub networks, wherein each hub network includes multiple servers and clients, and provides bound instances of content within each hub network.

In response, firstly, claim 1 recites "a first hub network including a first server, a first client, and a second client", "a second hub network including a second server and said first client", and "two hub networks overlap when both of the hub networks include at least one same device". In contrast to Appellants' argument, in the claim, each hub network does not include multiple servers. The claim also recites "two hub network" but does not specify which two hub networks or what is included in the two

hub networks. Secondly, Examiner is not asserting that a plurality of overlapping hub networks is a plurality of networked devices.

Elabbady teaches,

> F) "Thus, for example, in certain implementations media CS 203 may actively/dynamically query the various devices to gather information about shared media content and/or passively receive such information from the various devices." (col. 6, lines 11-15)

As shown in the above passage E and F, Elabbady teaches of a plurality of devices that share content and provide LS, which teaches that there are a plurality of servers, i.e. at least a first server and second server. A media playing device may communicate with more than on server to receive content and license. Therefore, the media playing device may connect with one server to access first locked content and license and connect with a second server to access second locked content and license. The networks overlap as the media playing device is part of both networks, the network between the media playing device and the first server and the network between the media playing device and the second server.

(3) On page 16 of the Appeal Brief, Elabbady merely discloses "employ[ing] a media content license scheme that essentially requires that a proper license exists to process/play the media content." In contrast to limitations of claim 1, Elabbady fails to teach or suggest playing or presenting the bound content through a compatible complaint device that is bound to the hub network and not playing or presenting content bound to another hub network.

In response, Examiner respectfully disagrees that Elabbady fails to teach or suggest the limitation. Firstly, Appellants appear to suggest that claim 1 does not require a license to exist to play the content. It is noted that the claim does not exclude devices from checking the license that is associated with content or entity before playing the contenting. In other words, the claim does not define that the bound devices are not required check the license that is associated with content or entity before playing the content.

Secondly, Elabbady teaches that a device properly registered, i.e. a compatible compliant device, with a server is able to receive a license to play a media content file. If the device is not properly registered with another server, the device, lacking the license, would not be able to play protected content from the another server. Therefore, Elabbady teaches the recited limitation of "said second client connected to said first server and bound to said first hub network can play or present the first content bound to said first hub network but cannot play or present the second content bound to said second hub network".

(4) On page 17 of the Appeal Brief, the Elabbady's license scheme requires the media device to check the license that is associated with the content or entity before playing the content. In contrast to the Elabbady's license scheme, claim 1 allows any compatible compliant device that is bound to that particular hub network to play or present the content on the device, on the content is "bound" to the particular hub network.

In response, as previously noted, the claim does not exclude devices from checking the license that is associated with content or entity before playing the contenting. Regarding the limitation in question, claim 1 recites, "the bound content can only played or presented through a compatible compliant device that is bound to the hub network". Firstly, the claim recites that "a compatible compliant device that is bound to the hub network" and not "any compatible compliant device". Secondly, it was shown that Elabbady teaches of "bound content" in the above response to the first argument. Elabbady also teaches that a properly registered device can receive a license to play bound media content file.

(5) On page 18 of the Appeal Brief, claim 1 states "a compliant device operates according to processes defined for a device that is a member of a hub network and does not make a usable copy of a

discrete instance," wherein it is interpreted from the specification that a "discrete instance" is independent of any hub network. The passages of Peinado do not include a concept of "discrete instance" of content.

In response, Elabbady teaches that a device requesting a license to play a protected media content file and that properly registered device receives the license to play the media content file, which teaches "a compliant device operates according to processes defined for a device that is a member of a hub network". Peinado further teaches,

> A) "Preferably, then, the user's computing device 14 must provide a trusted component or mechanism 32 that can satisfy to the content owner that such computing device 14 will not render the digital content 12 except according to the license 16 associated with the digital content 12 and obtained by the user" (col. 12, lines 27-33)
>
> B) "Here, the trusted mechanism 32 is a Digital Rights Management (DRM) system 32 that is enabled when a user requests that a piece of digital content 12 be rendered, that determines whether the user has a license 16 to render the digital content 12 in the manner sought, that effectuates obtaining such a license 16 if necessary, that determines whether the user has the right to play the digital content 12 according to the license 16, and that decrypts the digital content 12 for rendering purposes if in fact the user has such right according to such license 16." (col. 12, lines 34-43)
>
> C) "In particular, the license evaluator 36 determines whether the requesting user has the right to play the requested digital content 12 based on the rights description in each license 16 and based on what the user is attempting to do with the digital content 12. For example, such rights description may allow the user to render the digital content 12 into a sound, but not into a decrypted digital copy." (col. 17, lines 9-15)
>
> D) "n some instances the user cannot obtain the right to render the digital content 12 in the manner requested, because the content owner of such digital content 12 has in effect directed that such right not be granted. For example, the content owner of such digital content 12 may have directed that no license 16 be granted to allow a user to print a text document, or to copy a multimedia presentation into an un-encrypted form." (col. 17, lines 48-56).

As shown from the above cited passages, Peinado teaches of a client providing a trusted mechanism (Passage A). A client operating according to the trust mechanism and abiding by the license may not be able to create separate decrypted copy of digital content (Passages B-D). A decrypted digital content would not require a license and could be used in any network. Thus, Peinado teaches the

limitation of "a compliant device operates according to processes defined for a device does not make a usable copy of a discrete instance".

(6) On Page 19 of the Appeal Brief, independent claims 15-16 and 18, similar arguments as those of claim 1 apply since claim 15 and 16 recite and include substantially similar limitations.

In response, Appellants do not provide any new arguments for the allowability of claim 1. As claims 15-16 and 18 recite substantially similar limitations as claim 1, claims 15-16 and 18 are not patentable for similar reasons provided above for arguments regarding claim 1.

(7) Starting on page 20 of the Appeal Brief, claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Elabbady and Peinado, in view of Rofheart. The outstanding rejections are improper because the cited references do not suggest the claim invention either explicitly or impliedly, or the examiner did not present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the cited references. The passages of Rofheart fail to teach or suggest defining a local environment for a hub network.

In response, Examiner respectfully disagrees that the passages of Rofheart fail to teach or suggest of defining a local environment for a hub network. Rofheart teaches,

> A) "the time between the transmitting of the message and the receiving of the response may be used to determine a distance from the local device to the remote device. In this aspect, the time between the transmitting of the message and the receiving of the response is determined by marking a time of the transmitting and receiving as a first time and second time respectively, and determining a difference between the first and second times." (col. 4, lines 5-13)
>
> B) "In another aspect of the present invention, communicating with the remote device based on the distance determined includes setting an authentication criteria in the local device, comparing the authentication criteria with the distance from the local device to the remote device, and enabling or blocking communications with the remote device depending on whether the distance satisfies the authentication criteria." (col. 4, lines 22-28)
>
> C) For example, the local device may automatically enable data communications with devices that are located within a predefined range at any given time while all remote devices outside the

predefined range will be blocked from data communications with the local device as will be described with respect to FIG. 6. (col. 18, lines 45-50).

As shown from the above passages, Rofheart teaches of defining a distance between devices based on travel of packets (Passages A and B) and of a device communicating with one or more devices within the defined distance (Passage C). Thus, Rofheart teaches of defining a local environment for a network by a travel time of packets within a hub network.

Furthermore, regarding the argument that a convincing line of reasoning has not been provided for the claimed invention to have been obvious in light of the teachings of the cited references, Elabbady teaches that communications may be wireless. It would have also been obvious to one of ordinary skill in the art to combine the teachings as Rofheart's teachings may provide increased security by enabling or blocking of wireless communications based on authentication criteria (col. 4, lines 23-28; col. 26, lines 1-9).

**(11) Related Proceeding(s) Appendix**

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

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